FORM No. 5.

APPLICATION FOR A MINING LEASE.

Dated the *day of* 19

To

THE DIRECTOR, DEPARTMENT OF GEOLOGY,
BANGALORE.

SIR,

I have the honor to apply for the grant of a mining lease to.....
.....
under the rules contained in Notification No:.....dated.....over the block of land containing.....acres marked on the enclosed extract from the Topographical Survey Map of Mysore.
Village maps of the Revenue Survey.

The block applied for comprises lands belonging to the villages, the names of which with the taluk and district to which each belongs, are set out in Schedule A hereto.

I enclose (receipt from the.....Treasury) (crossed cheque on the Bangalore Branch of the Bank of Madras, payable to the order of the Director, Department of Geology) for Rs. 100, the fee required in respect of this application.

The minerals in respect of which the lease is applied for are stated in Schedule B hereto.

I have the honor to be,
Sir,
Your obedient servant,

Name and address of applicant.
(Write legibly)

FORM No. 6.

No.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Department of Geology.

MINING LEASE.

(*Under the Rules published with Notification No. G.* 25838—*Geol.* 57-18-20, *dated* 12*th May* 1920.

THIS INDENTURE made the day of 1

Parties. BETWEEN *the Government of His Highness the Maharaja of Mysore* (hereinafter called "the lessors," which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore, their successors and assigns, except where the context requires another or different meaning) of the one part AND
(hereinafter called "the lessee," which expression shall be taken to mean and include the said his heirs, executors, administrators, representatives and assigns except where the context requires another or different meaning) of the other part:—

2. WHEREAS the lessors at the request of the lessee and in consideration of a deposit of Rs. 1,000 made by the lessee as security for the due fulfilment of the covenants and agreements on the lessee's part hereinafter

Deposit and agreement to grant lease.

contained and which deposit shall be forfeited on any failure thereof, have agreed to grant the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate at

Situation of block leased.

in the Taluk of
in the District of
in the Mysore Territories estimated to comprise and particularly mentioned and described in Schedule A hereto annexed and which piece of land is hereinafter called the "mining block;"

3. NOW THIS INDENTURE WITNESSETH that in consideration of the royalties, rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreement by the lessee hereinafter contained and subject also to any vested interests and any rights and liberties in the minerals, stones or rocks in the mining block which have been granted prior to the date of this Indenture, and to the renewal of such rights and liberties the lessors do hereby *demise* and *grant* unto the lessee *exclusive license* and liberty to search for, mine and raise all such minerals occurring in or upon the mining block as are specifically mentioned and described in Schedule B hereto annexed (hereinafter collectively referred to as "specified minerals") and to treat the same by metallurgical and other processes and obtain or prepare therefrom; valuable products or substances either in a finished, completed and refined state (and then hereinafter referred to as "finished products") or in an intermediate condition (and then hereinafter referred to as "intermediate products,") and to erect such buildings, tramways, ropeways, mining or metallurgical plant and carry on such operations as may be necessary for the purposes aforesaid;

Witnesseth.

Exclusive mining rights.

4. TOGETHER with liberty for the lessee to remove, sell and dispose of the specified minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom; subject to the condition that he shall not, without obtaining the consent of the lessors, in writing, enter into any agreement with any other person or corporation outside the State for the joint control of the price, output or sale of the minerals or products and subject also to the condition that the lessors shall at all times during the term of the lease have the right of pre-emption, at the fair market price for the time being, of the said specified minerals lying within the mining block or elsewhere under the control of the lessees.

Together with liberty for lessee to sell mining produce.

5. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the lessee, for the term of.....*years* from the date of these presents;

Habendum to lessee for term of .....years.

6. YIELDING AND PAYING therefor during the said term an annual rent of rupees, being at the rate of one rupee per acre of the mining block, which rent shall be payable for each calendar year or portion thereof on or before the 31st day of March. Provided that for any portion of a year not exceeding six months only half the annual rent shall be payable;

Annual rent on mining block.

7. AND YIELDING AND PAYING on or before the 31st day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same;

Local cesses, taxes or rates.

8. AND YIELDING AND PAYING within the times set forth in the covenant by the lessee in this behalf hereinafter contained a royalty at the rates set forth in Schedule C hereto annexed on all minerals removed from the mining block or on all intermediate or finished products obtained or prepared therefrom without any deduction for the cost of the processes employed;

Royalties.

9. AND YIELDING AND PAYING such dead rent not exceeding a rate of rupees five per annum per acre of the whole or of any portion of the mining block as the lessors may, in the event of their being not satisfied with the operations conducted under the lease or with the results thereof, decide to levy for any particular years of the said term after the expiration of the first two years of it, provided that both royalty and dead rent shall not be paid by the lessee but only such one of them as may be of the greater amount;

A dead rent.

And it is hereby declared that the expression "the liabilities under this lease" shall hereafter include all the cesses, taxes, rates, royalties, rents, compensation, indemnities and other payments in the lease reserved and made payable by the lessee;

10. AND THE LESSEE HEREBY COVENANTS WITH THE LESSORS THAT THE LESSEE WILL, within the space of one year from the commencement of this lease, start mining operations upon the mining block to the reasonable satisfaction of the lessors;

Covenants by lessee. To start mining operations within one year.

11. AND WILL, at all times during the said term of the lease, in the best and most effectual manner and without intermission, except when prevented by inevitable accident, search for and mine and raise all specified minerals on or in the mining block and obtain or prepare therefrom intermediate or finished products of a saleable nature;

To prosecute operations without intermission.

12. AND WILL, throughout the said term, keep all mines, buildings, pits, shafts, ladders, plats, sollars, timber, ropes, water courses, air-gates, engines, machines, and other mining and metallurgical plant on or in the mining block in good repair, working order and condition;

To keep all mines, buildings, machinery, etc., in good order.

13. AND WILL, if required and before the sale thereof, deliver to or permit to be taken by the lessors, or their agents, a sample or samples of all minerals found or mined and raised and all intermediate and finished products sold or intended for sale, all such samples so taken when of intrinsic value being paid for by the lessors at the current market rate;

To deliver to, or permit to be taken by lessors samples of minerals and products.

14. AND WILL, immediately after any sale of minerals or intermediate or finished products, give to the lessors or their agents a return of the prices for which the same, respectively, have been sold and, if required, the names of the purchasers thereof.

To make return of prices to lessors.

15. "And will not, without obtaining the consent of the lessors, in writing, enter into any arrangement with any other person or corporation outside the State for the joint control of the price, output or sale of the minerals or products."

16. AND WILL, within the times specified in Schedule C, pay to the lessors the royalties hereinbefore and in Schedule C hereto provided;

To pay royalties within specified times.

17. AND WILL pay all other liabilities under this lease as and when they respectively become payable;

To pay other liabilities under lease.

18. AND WILL afford to the lessors every information concerning the mines and buildings and mining and metallurgical plant in or on the mining block, the mode in which operations are carried on, the minerals found or mined and raised on or in the mining block, the intermediate or finished products obtained or prepared therefrom, the persons employed by the lessee and all other information connected with the mining block or the provisions of this lease as the lessors may require;

To afford every information connected with the mining block of the provisions of this lease.

19. AND WILL furnish, in such manner and to such persons as the lessors may from time to time direct, information as to the discovery of all minerals of value and such samples as the lessors may require of all minerals, stones and rocks met with, on or in the mining block with full details as to the locality and mode in which the same respectively were discovered and the dates of discovery;

To furnish samples of rocks, etc., met with in the mining block, with details as to mode of occurrence, etc.

20. AND WILL NOT assign or under-let or part with the possession of all or any of the rights, liberties, licenses and premises by these presents demised and granted, or any interest or share therein without the consent, in writing, previously obtained, of the lessors;

Not to assign without previous consent of lessors.

21. AND WILL deliver to the lessors a copy of every assignment or under-lease of all or any of the rights, liberties, licenses and premises by these presents demised and granted or any interest or share there within three calendar months after the date of the execution of such assignment or under-lease;

To deliver to lessors copies of all assignments.

22. AND WILL, throughout the said term, make and keep in some convenient place on the mining block and so that the lessors or their agents can have, at all times, free access thereto, proper books of accounts in such form as the lessors may approve, giving full and accurate particulars of the working and yield of all mines and mining and metallurgical plant in or on the mining block and the costs thereof and of the disposal of the minerals and intermediate and finished products found, mined, raised, obtained or prepared on, in or from the mining block with all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such finished products and the finished products which can be obtained or prepared from such minerals and intermediate products and also correct maps, plans and sections of the mining block and of the mines and mining and metallurgical plant therein or thereon, upon such scale or scales and in such manner as the lessors may from time to time direct showing as well the pits, shafts, drives, cross-cuts, winzes, rises, stopes and other excavations, operations and works which have been carried on, as also all beds and veins and all faults and other disturbances which have been observed and encountered therein;

To keep proper books of accounts, plans, etc.

23. AND WILL, at his own cost, when required by the lessors or other agents, give to them copies of all or any entries in the said books and of every such map, plan and section as aforesaid;

To give copies thereof.

24. AND WILL, at his own cost, when required by lessors or their agents, furnish to them true and correct abstracts of all or any such accounts as aforesaid;

To furnish abstract thereof.

25. AND WILL, at all reasonable times, allow such officers and persons as the lessors may in that behalf appoint to enter into and have free access to the place or places where the said books, maps, plans and sections may be kept in order to examine and inspect them, take copies thereof and make extracts therefrom;

To allow free access to places where such books, plans, etc., may be kept.

26. AND WILL, at the end or sooner determination of the said term, give up to the lessors the said books, maps, plans and sections in good and perfect condition.

To give up to lessors books and plans at end of term.

27. AND WILL, at his own expense, forthwith erect and at all times maintain and keep in repair such boundary marks and pillars as the lessors may require:

To erect boundary marks.

28. AND WILL, well and properly secure and keep open with timber or other durable means all pits and shafts to be sunk or made in the mining block except such as may be abandoned or disused in the ordinary and fair course of working and make and maintain sufficient fences round every open pit or shaft;

To secure pits and shafts.

29. AND WILL NOT, until the license, in writing of the lessors or their agents be obtained wilfully close, fill up or choke any mine or shaft unless the same has been abandoned and does not exceed 25 feet in depth from surface;

Not to fill up shafts or mines.

30. AND WILL, throughout the said term, duly enforce in every part of the mining block such sanitary rules for the health and well-being of all persons employed by the lessee or who may be on the mining block or in its neighbourhood, as the lessors may, from time to time, prescribe;

To enforce sanitary rules.

31. AND WILL, at any time or times when required by the lessors so to do, set apart and appropriate for free use by the lessors such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for sites for villages, tanks, wells and other works for water-power or water-supply, hospitals, sanitary works, Government offices, police stations and other buildings or works of public utility which are in the opinion of the lessors desirable or required for or in connection with the persons employed by the lessee or in work under or in connection with any contract made by the lessee or who are engaged in supplying the wants of those so employed and the families and dependents of such persons or in connection with the inspection of the mines or the prevention of crime; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for moneys expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon;

To set apart land for public purposes.

32. AND WILL permit the lessors and their agents, servants and workmen, throughout the said term, to enter upon any part of the mining block above or below ground and inspect and examine the state and condition thereof and of the mines and buildings and mining and metallurgical plant therein or thereon and the mode in which operations are carried on and will further, with proper persons employed by the lessee; and acquainted with mining and metallurgical operations and with the engines, machinery and apparatus and other mining and metallurgical plant upon or within the mining block, effectually assist in the conduct of every such inspection and examination, affording all information required therefor;

To permit lessors to inspect mines, etc.

33. AND WILL from time to time, and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessors, or their agents, duly authorized in this behalf may, from time to time, see fit to issue and prescribe for the proper carrying on of all mining work and other operations within the mining block or for the preservation and security of any railway, reservoir, tank, canal or other public works or buildings or in the interests of the health, well-being and safety of persons employed by the lessee or who may be on the mining block or in its neighbourhood, and also will, without delay, send to such officers as may be named for this purpose by the lessors, a report of any accident which may at any time occur in connection with any mining or metallurgical operations in or on the mining block:

To conform to mining regulations and report accidents.

34. AND WILL in the exercise of the license and liberties hereby granted, abstain from entering upon the surface of any occupied Government land or of any inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant, holder or tenant of such land, by an instrument,

To abstain from entering occupied land and compensate for injury to surface.

in writing, duly registered, and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease, will duly compensate the occupant holder or tenant thereof, for all such damage or injury;

Not to obstruct roads, etc.

35. AND WILL keep open and in no way obstruct any road, path or by-way of any kind whatsoever now existing or which may hereafter be made on the mining block;

To permit lessors to make roads, tramways, railways, etc.

36. AND WILL permit the lessors or other persons duly authorized by them in that behalf to enter into and upon the mining block and to conduct prospecting and mining operatives thereon in respect of minerals or other substances other than the said specified minerals and to make upon, over or through the same such roads, tramways and railways as may in the opinion of the lessors be necessary or expedient for any purposes and to obtain from and out of the lands such stone, earth and other materials as may be necessary or requisite for making, repairing or maintaining such roads, tramways and railways and to pass and to re-pass at all times over and along such roads, tramways and railways for all purposes and as occasion shall require and to carry out such works of public utility as may in the opinion of the lessors be necessary or expedient and will when required by the lessors so to do set apart and appropriate for free use by the lessors or other persons authorised by them in that behalf such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for the objects abovementioned; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee, and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for moneys expended in buying surface rights over any of the lands so set apart and appropriated and the cost of any works carried on thereon and for any loss or damage caused to the lessee by any interference with the mining operations;

To allow free use of tanks, water courses, etc., to the public and the lessors.

37. AND WILL abstain from all interference with and allow to the public and the lessors the free use of any tanks, water courses, places of worship, sacred groves, burial grounds or village sites for houses, which may now exist or may hereafter be set apart or appropriated as hereinbefore provided on the mining block;

Not to use the land for other purposes.

38. AND WILL NOT cultivate any of the lands comprised within the mining block without previously obtaining the consent of the lessors and paying the land revenue and other charges on any portion of the block which he desires to cultivate or in any way use the said lands save for the purposes of the rights, licenses and liberties hereby granted;

Not to cut trees, etc.

39. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, cut down or injure any trees or timber on unoccupied and unreserved lands other than brushwood or undergrowth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted;

Not to enter upon or commence operations in State Forests, etc.

40. AND WILL NOT enter upon or commence any mining operations in any State Forest or land under special protection comprised in the mining block, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. F. 10777—Ft. 81-08-6, dated 21st June 1909, as amended by Notification No. R. 9048—Ft. 43-14-14, dated 22nd March 1916.

Not to interfere with grazing rights.

41. AND WILL NOT, so far as may be consistent with the due exercise of the rights licenses and liberties granted under this lease, interfere with or hinder the enjoyment of grazing rights lawfully granted by the lessors to village communities or to individuals in any part of the mining block;

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

42. AND WILL, from time to time, and at all times hereafter, effectually keep indemnified the lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or intereference with any lands or property whatsoever occasioned by or arising directly or indirectly in carrying on mining or metallurgical operations on the mining block or otherwise in the exercise of the rights, licenses and liberties hereby granted;

To respect water right and not injure adjoining property.

43. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, and then subject to the provisions for compensation and indemnity herein contained, use, collect or impound water in or on the mining block in such a manner as to injure or deteriorate any source of water power or supply, or so as to deprive any adjoining land, villages, houses or watering places for cattle of a

reasonable quantity of water as heretofore accustomed and will not in any manner foul, impregnate or otherwise deteriorate any springs or streams of water so as to render them unfit to be used as heretofore, and will not in any other way do anything to injure adjoining lands, villages or houses;

To deliver to lessors mines, buildings, etc., on expiration of term.

44. AND WILL, at the expiration or sooner determination of the said term, deliver to the lessors in good order, repair and condition and fit for future working and use, and in all respects in such state and condition as shall be consistent with the due performance and observance of the several covenants and agreements by the lessee herein contained, the mining block and all mines and buildings and all pits, shafts, ladders, plats, sollars, timber, ropes, water courses, air-gates, engines, machines, and other mining and metallurgical plant below and above ground which are, in the nature of fixtures, necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals, except any pits, shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the lessors shall pay to the lessee a fair price for all engines and machinery of any description in or on the mining block, based on the amount the same could be sold for on the mining block if the lessee had power to authorize the purchasers to remove them, unless the lessors shall have given notice in writing to the lessee that they, the lessors, do not intend to take over any of such buildings, engines and machinery, plant and other things, in which case the lessee shall be at liberty to remove the same, but without injuring any other property in or on the mining block;

To have an agent on the mining block.

45. AND WILL, at all times, have at the mining block a duly accredited superintendent or agent to whom all notices may be given and all communications from the lessors may be made, the lessors being at liberty, should there at any time be no such agent on the mining block, to treat any other person there as such agent and to serve all notices and other documents upon the said agent or in his absence, upon any such other person as aforesaid or in the case of their being no such other person as aforesaid, then by affixing such notices or other documents upon some conspicuous portion of the mining block;

46. AND WILL, at all times, keep the lessors duly informed of the name and address of the superintendent or agent aforesaid and of any temporary or permanent alteration of such name or address;

Distraint for liabilities under lease.

47. PROVIDED ALWAYS that, if and whenever any part of the liabilities under this lease shall be in arrear for the space of sixty days after the expiration of the time prescribed by these presents for payment thereof, the lessors shall be at liberty to seize all minerals and intermediate and finished products in or about the mines or pits opened, worked or carried on by the lessee in the mining block, and any engines, machinery or other property found in the mining block and the lessors may sell or otherwise dispose of and deal with the property thus seized and from the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale;

Re-entry on non-payment of liabilities under lease or on breach of covenant.

48. PROVIDED ALSO, and these presents are upon this express condition, that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months next after any of the days whereon the same ought to be paid as herein provided, whether the same have been legally demanded or not, or if the lessee, or the lessee's workmen shall cause any obstruction or annoyance to the officers of the lessors or to the people of the country, or if the lessee shall cease without the sanction in writing of the lessors to carry on the regular working of the mines for any continuous period of six calendar months or shall refuse to afford information to the lessors, or if there shall be any other breach of any of the covenants and agreements herein contained and on the part of the lessee to be performed and observed, then and in any such case, it shall be lawful for the lessors or their agents duly empowered in that behalf, although they may not have taken advantage of some previous default of a like nature to re-enter upon any part of the mining block or of the mines, buildings or mining or metallurgical plant or other operations or works in or on the mining block in the name of the whole and thereupon the said term of the thirty years shall absolutely determine and the said deposit of Rs. 1,000 hereinbefore referred to shall be retained by the lessors as and for their own property;

Determining the lease at the option of the lessee at the end of any year.

49. PROVIDED ALSO, and it is hereby agreed and declared, that if the lessee shall be desirous of determining the said term of..... ...years hereby granted at the expiration of any year of the said term and of such desire shall give to the lessors six calendar months' previous notice in writing and shall pay the liabilities under this

lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of such year, then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine;

Renewal of lease.

50. Provided also, and it is hereby agreed and declared, that if the said term of..... years hereby granted shall not, prior to the termination thereof by lapse of time, have been determined under the provisions hereinbefore contained, and if the lessee shall be desirous of obtaining a renewed lease of the licenses, rights and liberties hereby granted for a further term of.....years from the expiration of the term hereby granted and of such desire shall give to the lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of the term hereby granted, then and in such case the lessors will, upon the request and at the expense of the lessee, execute and deliver to the lessee a renewed lease of the said premises for a further term of.....years in such form and subject to such royalty and other payments and such covenants, agreements and conditions, as the lessors may prescribe;

51. Provided also that should any question or dispute arise regarding the lease or any matter or thing connected with the mines and minerals leased or the working or non-working thereof, or the amount or payment of the royalty or rent reserved or made payable by the lessee, the matter in difference shall be decided by the Government of His Highness the Maharaja of Mysore whose decision thereon shall be final.

IN WITNESS WHEREOF the Dewan of Mysore, acting for and on behalf of the lessors, and the lessee have hereunto set their respective hands and seals.

Signed, sealed and delivered by the abovenamed
in the presence of

Signed, sealed and delivered by the abovenamed
in the presence of

No. G. 27280—*Legis.* 11-19-37, *dated* 10*th June* 1920.

Under Rule III of the Rules for the election of members to the Legislative Council from the members of the Representative Assembly published with Notification. Camp No. A, dated the 11th October 1913, the Government of His Highness the Maharaja are pleased to nominate Mr. G. Paramasiwiah, B.A., LL.B., Advocate, Bangalore, as an additional member of the Mysore Legislative Council.

No. G. 27339—*Cts.* 222-18-11, *dated* 12*th June* 1920.

It is hereby notified for General information that with effect from the 1st July 1920, a Munsiff's Court will be established at Davangere, under the designation of the Court of the Munsiff of Davangere.

2. Under Section 5 of the Mysore Civil Courts Regulation, 1883, the local jurisdiction of the Court of the Munsiff of Davangere will extend over the Taluks of Davangere, Jagalur, Holalkere and Hosdurga and the Sub-Taluk of Harihar.

3. The jurisdiction of the Munsiff's Court, Chitaldrug, over this area is withdrawn from the 1st day of July 1920.

No. G. 27341—*Cts.* 222-18-12, *dated* 12*th June* 1920.

Under Section 16 of the Mysore Civil Courts Regulation, 1883, the Government of His Highness the Maharaja are pleased to invest the Munsiff of Davangere with Small Cause Jurisdiction up to Rs. 50 over the areas included in the local limits of the jurisdiction of the said Munsiff.

By Order,
C. S. BALASUNDARAM IYER,
Chief Secretary to Government.